

Zielvereinbarungsprozess

Mitarbeiter/-in

Ott Josef

Vorgesetzter

Ehrig Frank

Funktionsbezeichnung

Leiter Werkzeugbeschaffung

Periode

2003

Organisationseinheit

PT/A/E

Hauptaufgaben und Verantwortungen (Funktions-bzw. Stellenbeschreibung)

(in der Regel bis 6 Punkte)

1. Betreuung der Mitarbeiter bei der Beschaffung von Spritzgusswerkzeugen, Hilfswerkzeugen und Prototypen.
2. Unterstützung der Mitarbeiter bei der technischen und administrativen Beschaffung.
3. Kalkulationen von Spritzgusswerkzeugen.
4. Werkzeugkonzeptentwicklungen, Detailentwicklungen.
5. Unterstützung der Verkaufsingenieure beim Kunden.
6. Unterstützung der Werkzeugoptimierungen bei interner und externer Produktion.
7. Technische Unterstützung bei Internationalisierungen.

Zusatzaufgaben (in der Regel bis 4 Punkte)

1. Technische Unterstützung: Produktion, Entwicklung, WZ-Bau, WZ-Konstruktion, Marketing, Projektmanager, Verfahrenstechnik.
2. Unterstützung bei neuen Technologien.

Zielvereinbarungsprozess

Zielvereinbarung

Mitarbeiter/-in

Ott Josef

Vorgesetzter

Ehrig Frank

Periode (Jahr)

2003

Organisationseinheit

PT/A/E

| Nr. | Ziele inkl. Messkriterien und Rahmenbedingungen Individuelle Ziele und/oder Teamziele (alle Mitarbeiter/-Innen) | Gewichtung | Beurteilung (A-F) | |
|-----|--|------------|----------------------|--|
| 1 | - Alle Beschaffungsprojekte werden in vereinbarten Kosten, Terminen und Qualitätsrahmen bewältigt. | 40 % | A | A Übertrifft Anforderungen/Ziele deutlich, er- füllt Spitzenleistungen |
| 2 | - Technische Unterstützung an Entwickler, Projektmanager. Leitung von Workshops „Werkzeugtechnik/Pozesstechnik“. | 20 % | A | B Übertrifft Anforderungen/Ziele |
| 3 | - 2 Personen werden ins PSI-Penta eingeführt. Optimale Zeimanagement der Mitarbeiter bez. Gleitzeit/Ferien | 20 % | A | C Erfüllt Anforderungen/Ziele vollumfänglich |
| 4 | - Abläufe und Unterlagen für Lehrenbeschaffung erarbeiten. Machbare WZ-Konzepte erarbeiten. | 10 % | A | D Erfüllt Anforderungen/Ziele mehrheitlich |
| 5 | - Qualitätsförderung bei Werkzeuglieferanten. Kalkulationen und Kosten im vereinbarten Termin. | 10 % | A | E Erfüllt Anforderungen/Ziele teilweise |
| | | 100 % | | F Erfüllt Anforderungen/Ziele noch nicht |

WEIDMANN

Zielvereinbarungsprozess

Ausbildungsplan

| Nr. | Ausbildungsziel | Art der Ausbildung | Termine der Durchführung | Verantwortlich für die Umsetzung |
|-----|-----------------|--------------------|--------------------------|----------------------------------|
| Nr. | | | | |
| Nr. | | | | |
| Nr. | | | | |
| Nr. | | | | |
| Nr. | | | | |

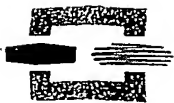
WEIDMANN

Zielvereinbarungsprozess

Standortgespräche

(1 – 3 Gespräche während des Jahres)

| Datum/ Ziel-Nr. | Unterstützungsmassnahmen zur Zielerreichung Überprüfung von Rahmenbedingungen und Abhängigkeiten | Termin |
|----------------------------|---|--------|
| Nr. | Ziel | |
| Nr. | Ziel | |
| Nr. | Ziel | |
| Nr. | Ziel | |
| Nr. | Ziel | |
| Nr. | Ziel | |
| Nr. | Ziel | |
| Nächstes Standortgespräch: | | |



ISLER & PEDRAZZINI AG.

PATENT- & MARKENANWÄLTE · PATENT & TRADEMARK ATTORNEYS

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Michael Degkwitz***
Michael Liebetanz, Dipl. Phys.*
Corsin L. Blumenthal, Dr. iur.**
Manfred Groner, Dr. sc. nat. ETH*
Gabriela Taugwalder, lic. iur., LL.M.**
Natalia Clerc, Dipl. Phys. ETH*
Stefan Day, lic. iur., LL.M.**
Andrea Carreira, Dr. sc. nat.****
Tobias Bremi, Dr. sc. nat. Dipl. CEIPI*
Jens M. Ottow, Dr. rer. nat.*
Andreas Detken, Dr. rer. nat.

Ihre Ref./your Ref. -
Uns. Ref./our Ref. S13237/SD/BR
Datum/Date 26. August 2005

* European Patent Attorney
** Rechtsanwalt · Attorney-at-Law
*** Rechtsanwalt
(zugelassen in Deutschland)
**** U.S. Patent Agent

Internationale Patentanmeldung PCT/CH 2004/000700 vom 19. November 2004 – Wischertülle und

Internationale Patentanmeldung PCT/CH 2004/000737 vom 14. Dezember 2004 – Décorfolie/Hinterspritzen

Sehr geehrter Herr Ott

In der oben genannten Angelegenheit hat mich die Weidmann Plastics Technologie AG um Mithilfe gebeten. Gestützt auf die Darstellung von Weidmann und insbesondere auf Ihr Schreiben an Weidmann vom 16. Mai 2005, scheint Ihrerseits insbesondere die Frage offen zu sein, ob und weshalb Sie die von Weidmann verlangten Unterschriften leisten sollen oder müssen.

Meine Klientin hat mich gebeten, die Rechtslage zu schildern, weil sie diese von Ihnen aufgeworfene Frage umfassend beantworten will. Meine Klientin möchte vermeiden, dass es zu einer unnötigen Auseinandersetzung kommt, obwohl die Rechtslage klar ist. Sie möchte damit verhindern, dass sowohl auf Ihrer, als auch auf der Seite von Weidmann Plastics Technologie AG unnötige Kosten anfallen und unnötig Geschirr zerschlagen wird.

Für die Beurteilung der von Ihnen gestellten Frage sind mir verschiedene Dokumente zur Verfügung gestellt worden, insbesondere:

- Reglement für Mitglieder des Managements (in Kraft am 1. Juli 2001)
- Der Arbeitsvertrag vom 30. Juni 2000
- Das Schreiben „Reglement für Mitglieder des Managements/Unterschriftenreglement“ vom 18. Juni 2001 von Ihnen unterzeichnet am 16. Juli 2001
- Zielvereinbarung 2002
- Zielvereinbarung 2003
- Zielvereinbarung 2004

Für die Beantwortung der Frage, wem die Erfindung, welche in einem Arbeitsverhältnis gemacht wurde, zusteht, sind die vertraglichen Bestimmungen, sowie die Bestimmungen des Obligationenrechtes über den Arbeitsvertrag massgebend.

Das Obligationenrecht sieht dazu in Art. 332, Abs. 1 vor:

¹ Erfindungen und Designs, die der Arbeitnehmer bei Ausübung seiner dienstlichen Tätigkeit und in Erfüllung seiner vertraglichen Pflichten macht oder an deren Hervorbringung er mitwirkt, gehören unabhängig von ihrer Schutzfähigkeit dem Arbeitgeber.

Nach der geltenden Interpretation dieser Bestimmung stehen die vom Arbeitnehmer in Erfüllung seiner vertraglichen Pflichten gemachten Erfindungen originär, d.h. von allem Anfang an, dem Arbeitgeber zu. Die Bestimmung von OR Art. 332, Abs.1 gilt für so genannte „Aufgabenerfindungen“, d.h. für Erfindungen von Personen, zu deren Aufgabenbereich das Design, die Entwicklung oder Erfindung von Vorrichtungen oder Verfahren gehört.

Der Arbeitsvertrag vom 30. Juni 2000 ist diesbezüglich wenig aussagekräftig. Er spricht sich lediglich über Ihre organisatorische Eingliederung aus. Massgebend ist aber, dass Sie für die Perioden 2002 – 2004 gemäss den Zielvereinbarungen, als Leiter der Werkzeugbeschaffung angestellt waren. Zu Ihren Hauptaufgaben gehörten insbesondere die Werkzeugkonzeptionsentwicklung und Detailentwicklungen sowie die Unterstützung der Werkzeugoptimierungen bei internen und externen Produktionen. Die Entwicklung allgemein und die Unterstützung bei neuen Technologien wird unter den Zusatzaufgaben ebenfalls bei Ihren Aufgaben und Verantwortungen aufgeführt.

Am 16. Juli 2001 haben Sie zudem das Reglement für Mitglieder des Managements, welches per 1. Juli 2001 in Kraft getreten war, erhalten und unterschriftlich anerkannt. Dieses Reglement lautet in Ziffer 6.19. Pflichten der Mitglieder des Managements:

[...]

Sämtliche Rechte, wie insbesondere Urheber- und/oder Patentrechte, Rechte an nicht patentierten Erfindungen sowie alle Arbeitsergebnisse an Software, welches ein Mitglied des Managements allein oder in Zusammenarbeit entwickelt hat, gelten ohne Weiteres als mit ihrer Entstehung vollumfänglich auf das Unternehmen übertragen.

[...] (vgl. dazu z.B. Reh binder [siehe Zitat unten] s. 109)

Für die Beurteilung der von Ihnen aufgeworfenen Fragen ist im Weiteren die Bestimmung von OR Art. 321a, welche die Sorgfalts- und Treuepflicht des Arbeitnehmers im Arbeitsvertrag behandelt, von Bedeutung. Die Bestimmung lautet:

Sorgfalts- und Treuepflicht

¹Der Arbeitnehmer hat die ihm übertragene Arbeit sorgfältig auszuführen und die berechtigten Interessen des Arbeitgebers in guten Treuen zu wahren.

²Er hat Maschinen, Arbeitsgeräte, technische Einrichtungen und Anlagen sowie Fahrzeuge des Arbeitgebers fachgerecht zu bedienen und diese sowie Material, die ihm zur Ausführung der Arbeit zur Verfügung gestellt werden, sorgfältig zu behandeln.

³Während der Dauer des Arbeitsverhältnisses darf der Arbeitnehmer keine Arbeit gegen Entgelt für einen Dritten leisten, soweit er dadurch seine Treuepflicht verletzt, insbesondere den Arbeitgeber konkurrenziert.

⁴Der Arbeitnehmer darf geheim zu haltende Tatsachen, wie namentlich Fabrikations- und Geschäftsgeheimnisse, von denen er im Dienst des Arbeitgebers Kenntnis erlangt, während des Arbeitsver-

hältnisses nicht verwerten oder anderen mitteilen; auch nach dessen Beendigung bleibt er zur Verschwiegenheit verpflichtet, soweit es zur Wahrung der berechtigten Interessen des Arbeitgebers erforderlich ist.

Durch Lehre und Rechtsprechung wurde die Bestimmung generell dahingehend interpretiert, dass der Arbeitnehmer auch nach Beendigung des Arbeitsverhältnisses in vermindertem Mass an die Treuepflicht gebunden und insbesondere verpflichtet ist, gewisse Handlungen vorzunehmen (vgl. z.B. Manfred Rehbinder, Schweizerisches Arbeitsrecht 12. Aufl. Stämpfli, Bern 1995, S. 57 unten), welche notwendig sind, um z.B. bereits entstandene Rechtspositionen zu sichern.

Schlussfolgerung:

Aus den angeführten Gesetzesbestimmungen sowie der sich aus den Dokumenten ergebenden Lage, sind die von Ihnen, z.T. zusammen mit Hr. Butzek gemachten Erfindungen Aufgabenerfindungen: Die Erfindungen fallen in den Bereich, in welchem Sie gemäss dem Anstellungsverhältnis zur Entwicklungstätigkeit eingestellt waren. Jene stehen deshalb nach der Bestimmung von OR Art. 332, Abs.1 dem Arbeitgeber, d.h. meiner Klientin, zu. Entsprechend wurden dann die Patentanmeldungen auch im Namen meiner Klientin eingereicht.

Aus Ihrer (nach)vertraglichen Treuepflicht ergibt sich, dass Sie bei Handlungen mitzuwirken haben, welche zur Perfektionierung von bereits während des Arbeitsverhältnisses entstandenen Rechtspositionen dient. Selbstverständlich ist diese Mitwirkungspflicht auf ein zumutbares Mass beschränkt; bei der Leistung von einigen Unterschriften ist dieses Mass aber sicher nicht überschritten. Dies gilt insbesondere, weil Sie dadurch nicht etwas weggeben, das bis anhin Ihnen gehört und deshalb Ihre eigene Stellung verschlechtert. Sie erfüllen lediglich Formerfordernisse, welche im Anmeldeverfahren erfüllt werden müssen, um aufwändige „Umgehungsverfahren“ zu vermeiden.

Aus diesen Gründen liegt sowohl ein legitimer Grund vor, weshalb meine Klientin Ihre Unterschrift erfragt hat. Mehr noch, sie hat einen rechtlichen Anspruch auf diese Unterschriften.

Wie bereits anfänglich mitgeteilt, appelliert meine Klientin aber an Ihr Verständnis und möchte bei dieser klaren Rechtslage eine kostspielige Auseinandersetzung vermeiden. Ich erlaube mir auch darauf hinzuweisen, dass es im Falle einer gerichtlichen Durchsetzung zu nicht unerheblichen Kos-

ten kommen würde, welche von der unterliegenden Partei beglichen werden müssten. Solche unnötigen Kosten möchten wir, wenn immer möglich, vermeiden.

Aus diesen Gründen bitte ich Sie nochmals höflich, die beiliegenden Dokumente an den bezeichneten Stellen zu datieren und zu unterzeichnen und im beiliegenden, vorfrankierten Umschlag zu retournieren.

Für die Beantwortung allfälliger Fragen stehe ich Ihnen gerne zur Verfügung.

Mit freundlichen Grüssen

ISLER & PEDRAZZINI AG

A handwritten signature in black ink, appearing to read 'Stefan Day', written over the printed name.

Stefan Day, Rechtsanwalt

Beilagen

Attorney Docket No.: _____
Sole/Joint Invention
(U.S. Rights Only)

Assignment of Patent Application

WHEREAS I/We, the below named inventor(s), [hereinafter referred to as ASSIGNOR(S)], have made an invention entitled:

for which I/We executed an application for Letters Patent of the United States,

☐ of even date herewith;

(Check one) ☐ U.S. Serial Number

filed

☐ International Application No. PCT/CH 2004/000700 filed November 19, 2004

and

WHEREAS Weidmann Plastics Technology AG

a corporation of Switzerland

whose post office address is Neue Jonastrasse 60
8640 Rapperswil
Switzerland



hereinafter referred to as ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application;


NOW, THEREFORE, in consideration of the sum of One Dollar (\$ 1.00) to me/us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I/we, the said ASSIGNOR(S), have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said application and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reexamination certificates, reissues and extensions thereof; and I/we hereby authorize and request the Commissioner of Patents of the United States, to issue all Letters Patent for said invention to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this Assignment;

AND, I/WE HEREBY covenant that I/we have the full right to convey the entire interest herein assigned, and that I/we have not executed, and will not execute, any agreement in conflict herewith.

AND, I/WE HEREBY further covenant and agree that I/we will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me/us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue application, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention at the expense of the ASSIGNEE.

· IN TESTIMONY WHEREOF, I/we have hereunto set my/our hand(s) and seal(s) the day and year set opposite my/our signature(s).

| | | |
|---|--|--|
| Full Name of Sole or First Assignor OTT, Josef | Assignor's Signature  | Date  |
| Address Sonnenrainstrasse 10 8735 St. Gallenkappel Switzerland | | Country of Citizenship Switzerland |
| Full Name of Second Assignor | Assignor's Signature | Date |
| Address | | Country of Citizenship |
| Full Name of Third Assignor | Assignor's Signature | Date |
| Address | | Country of Citizenship |
| Full Name of Fourth Assignor | Assignor's Signature | Date |
| Address | | Country of Citizenship |
| Full Name of Fifth Assignor | Assignor's Signature | Date |
| Address | | Country of Citizenship |
| Full Name of Sixth Assignor | Assignor's Signature | Date |
| Address | | Country of Citizenship |



Attorney Docket No.: _____

Combined Declaration and Power of Attorney

As below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name,

I believe I am the original, first and sofe inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

the specification of which:

is attached hereto; or

was filed as United States application Serial No. _____ on _____ and was amended on _____ (if applicable); or

was filed as PCT international application Number PCT/CH 2004/000700 on November 19, 2004 and was amended under PCT Article 19 on _____ (if applicable).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge duty to disclose to the U.S. Patent and Trademark Office information which is material to the patentability of claims presented in this application in accordance with Title 37, Code of Federal Regulations, §1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, §119(a)-(d) or §365(b) of any foreign application(s) for patent or inventor's certificate or §365(a) of any PCT international application(s) designating at least one country other than the United States of America listed below and have also identified below any foreign application(s) for patent or inventor's certificate or any PCT international application(s) designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) of which priority is claimed:

| Prior foreign Application(s): | | | |
|-----------------------------------|--------------------|--------------------------------------|---|
| Country (if PCT, indicate PCT) | Application Number | Date of Filing (day, month, year) | Priority claimed |
| Switzerland | 02011/03 | November 26, 2003 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Attorney Docket No.: _____

I hereby claim the benefits under Title 35, United States Code §119(e) of any United States provisional application(s) listed below:

| U.S. Provisional Applications | |
|----------------------------------|------------------|
| U.S. Provisional Application No. | U.S. Filing Date |
| | |
| | |
| | |

I hereby claim the benefit under Title 35, United States Code §120 of any United States application(s) or §365(c) of any PCT international application(s) designating the United States of America that is/are listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in that/those prior application(s) in the manner provided by the first paragraph of Title 35, United States Code §112, I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to me to be material to the patentability of claims presented in this application in accordance with Title 37, Code of Federal Regulations, §1.56 which became available between the filing date of the prior application(s) and the national or PCT international filing date of this application:

| Prior U.S. Applications or PCT international Applications designating the U.S. for Benefit: | | | | |
|---|--|--------------------|---------|-----------|
| U.S. Applications | | Status (Check one) | | |
| | | patented | pending | abandoned |
| | | | | |
| | | | | |

Power of Attorney: As a named inventor, I hereby appoint the registered practitioners of

Law Offices
Sughrue Mion, PLLC
2100 Pennsylvania Avenue, NW
Washington, DC 20037-3213

included in the Customer Number provided below to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith, and direct that all correspondence be addressed to that Customer Number.

Customer Number: 23373

Direct Telephone Calls to: 001 202 293 70 60
(name and telephone number)

Attorney Docket No.: _____

I hereby declare that all statements made herein of my knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

| | | |
|---|------------------------|---------------------------------------|
| Full Name of Sole or First Inventor OTT, Josef | Inventor's Signature * | Date * |
| Address Sonnenrainstrasse 10 8735 St. Gallenkappel Switzerland | | Country of Citizenship Switzerland |
| Full Name of Second Inventor | Inventor's Signature | Date |
| Address | | Country of Citizenship |
| Full Name of Third Inventor | Inventor's Signature | Date |
| Address | | Country of Citizenship |
| Full Name of Fourth Inventor | Inventor's Signature | Date |
| Address | | Country of Citizenship |
| Full Name of Fifth Inventor | Inventor's Signature | Date |
| Address | | Country of Citizenship |
| Full Name of Sixth Inventor | Inventor's Signature | Date |
| Address | | Country of Citizenship |



ISLER & PEDRAZZINI AG
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BY AIRMAIL

Mr.
Josef Ott
Sonnenrainstrasse 10
8735 St. Gallenkappel

[Translation by Stefan Day]

Ihre Ref./your Ref. -
Uns. Ref./our Ref. S13237/SD/BR
Datum/Date August 26, 2005

Vincenzo M. Pedrazzini, lic.iur.
Christian Hilli, Dr.iur., LL.M.**
Michael Degkwitz***
Michael Liebetanz, Dipl.Phys.*
Corsin L. Blumenthal, Dr.iur.**
Natalia Clerc, Dipl.Phys.ETH*
Stefan Day, lic.iur., LL.M.**
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Tobias Bremi, Dr.sc.nat. Dipl. CEIPI*
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Dany Vogel, Dipl.El.-Ing. ETH, M.Sc.C.S.*

* European Patent Attorney
** Rechtsanwalt · Attorney-at-Law
*** Rechtsanwalt (zugelassen in
Deutschland)
**** U.S. Patent Agent

**International Patent Application PCT/CH 2004/000700 of November 19, 2004 – “seal” and
International Patent Application PCT/CH 2004/000737 of December 14, 2004 – “decorative
foil/injecting”**

Dear Mr. Ott

In the captioned matter I have been asked by Weidmann Plastics Technology AG for support. Based on the facts given to me by Weidmann, in particular your letter dated May 16, 2005 to Weidmann, you seem to have an open question in regard why you should sign the documents submitted by Weidmann.

My client has asked me to describe the legal situation because Weidmann wants to fully answer the questions raised by you. My client would like to avoid an unnecessary dispute despite the fact that the legal situation is clear. It would like to avoid that unnecessary costs are incurred as well on your as on the side of Weidmann Plastics Technology AG and that unnecessary quarrel arises.

In order to evaluate the questions raised I have looked at different documents in particular:

- Rules for the “Members of the Management” (in force since July 1, 2001)
- The work contract dated June 30, 2000

- The letter "Rules for the Members of the Management/Signature rules" dated June 18, 2001 and signed by you on July 16, 2001
- Employment goals 2002
- Employment goals 2003
- Employment goals 2004

In order to answer the question whom the invention which was made in the course of the employment belongs to the contract as well as the rules of the Code of Obligation concerning the employment contract are applicable.

The Code of Obligation (CO) states in art. 332, para. 1 the following:

Inventions and designs which an employee makes or attributes to in his employment and in fulfilment of his contractual duties belong to the employer disregard whether they can be protected or not.

According to the leading cases to this code section inventions made by the employee in fulfilment of his contractual duties belong originally, this means from the very beginning, to the employer. The code section CO article 332, paragraph 1 applies to so called "invention in the course of duty", i.e. inventions of employees which have in the scope of employment the design, the development or the invention of new products and methods.

The work contract dated June 30, 2000 does not contain relevant description. It does only refer to the organisational position of your employment. However the declaration of employment goals for the periods 2002 to 2004 state that you are the head of acquisition of tools and moulds. Among your main duties were in particular the development of new tools and moulds conceptions and the detail development as well as the support of optimising tools and moulds in the internal and external production. The development in general and the support of new technology were further listed under additional tasks and responsibilities.

On July 16, 2001 you additionally have signed the rules for the Members of the Management which began effective on July 1, 2001. These rules state in clause 6.19. Duties of Management:

"...all rights, in particular copyrights and/or patent rights, rights in not patented inventions as well as all work products in software, which are made by a member of the management alone or in cooperation, are deemed to be completely transferred to the enterprise [Weidmann Plastics Technology] from their inception (compare hereto for example Reh binder [see citation below] page 109).

For answering your questions furthermore the CO art. 321a, concerning the duties of trust of the employee under the employment contract are applicable. The section reads:

Duty of Care and Loyalty

¹The employee must carefully perform the work assigned to him and loyally safeguard the employer's legitimate interests.

²He shall operate the employer's machinery , tools, technical equipment, installations, and vehicles in a workmanlike manner, and handle them carefully, as well as any materials given to him for the performance of his work.

³During the employment relationship, the employee shall not perform work for third parties against compensation to the extent such work violates his duty of loyalty, and, in particular, to the extent it competes with his employer.

⁴In the course of an employment relationship, the employee shall not make use of or inform others of any facts to be kept secret, such as, in particular, manufacturing or business secrets that come to his knowledge while in the employer's service. Also, after termination of the employment relationship, he shall continue to be bound to secrecy to the extent required to safeguard the employer's legitimate interests.

Interpreted by law professors and courts this clause has been generally interpreted that the employee remains after termination of the employment contract bound by his duty of loyalty in reduced scope and in particular remains obligated to undertake certain acts which are necessary for example to

secure legal positions that have been established before the termination (e.g. Manfred Rehbinder, Swiss Labour Law 12th edition, Stämpfli, Bern 1995, page 57 below).

Conclusion:

According to the legal provisions cited and the documents reviewed the inventions made by you (partially together with Mr. Butzek), are in the scope of your employment. The inventions fall within the scope in which you had been employed, among others for development activities. These inventions belong consequentially, according to CO art. 332, para. 1 to the employer, namely my client. Accordingly the Patent Application had been filed in the name of my client.

Based on your (post-)contractual duty to loyalty you have to cooperate in order to finalize legal positions that have been established during your employment. This is true in particular because you do not give away something that otherwise would belong to you or in any other way worsen your position. You solely fulfil formal requirements required in order to avoid costly substitute "circumvention procedures".

For this reason my client has a legitimate reason to ask your signature. In fact, it has a legal claim to your signing of the documents.

As already mentioned in the beginning, my client refers to your understanding and would like to avoid in view of the clear legal position a legal procedure. I do bring your attention to the fact, that costs for legal procedures are considerable and would be borne by the party losing the procedure. We would like to avoid such costs if possible.

For these reasons I again kindly ask you again to sign the enclosed documents where indicated, put the date on it and return them to me in the pre stamped envelope.

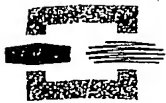
Please don't hesitate to contact me with any questions that may arise.

Sincerely yours,

ISLER & PEDRAZZINI AG

/s/Stefan Day, Attorney at Law

enclosures



ISLER & PEDRAZZINI AG

PATENT- & MARKENANWÄLTE · PATENT & TRADEMARK ATTORNEYS

EXH. 6

Gottthardstrasse 53
Postfach 6940
CH-8023 Zürich
Telefon +41-44-283 47 00
Telefax +41-44-283 47 47
mail@islerpedrazzini.ch
www.islerpedrazzini.ch

EINSCHREIBEN PER RÜCKSCHEIN

Herr
Josef Ott
Sonnenrainstrasse 10
8735 St. Gallenkappel

Vincenzo M. Pedrazzini, lic.iur.
Christian Hilli, Dr.iur., LL.M.**
Michael Degkwitz***
Michael Liebetanz, Dipl.Phys.*
Corsin L. Blumenthal, Dr.iur.**
Natalia Clerc, Dipl.Phys.ETH*
Stefan Day, lic.iur., LL.M.**
Manfred Groner, Dr.sc.nat.ETH*
Gabriela Taugwalder, lic.iur., LL.M.**
Andreo Correia, Dipl.Chem.PhD MIT***
Tobias Bremi, Dr.sc.nat.Dipl.CEIPi*
Jens M. Ollow, Dr.rer.nat.*
Andreas Delken, Dr.rer.nat.
Dany Vogel, Dipl.El.-Ing.ETH, M.Sc.C.S.*

Ihre Ref./your Ref. -
Uns. Ref./our Ref. S13237/SD/BR
Datum/Date 20. September 2005

* European Patent Attorney
** Rechtsanwalt · Attorney-at-Law
*** Rechtsanwalt (zugelassen in
Deutschland)
**** U.S. Patent Agent

**Internationale Patentanmeldung PCT/CH 2004/000700 vom 19. November 2004 – Wischertül-
le und
Internationale Patentanmeldung PCT/CH 2004/000737 vom 14. Dezember 2004 – Decorfo-
lie/Hinterspritzen**

Sehr geehrter Herr Ott

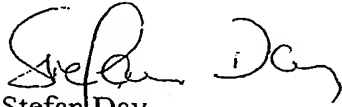
In der oben genannten Angelegenheit beziehe ich mich auf mein Schreiben vom 26. August 2005.
Da ich bis anhin nichts von Ihnen gehört habe, erlaube ich mir Ihnen mein Schreiben vom 26. Au-
gust 2005 nochmals zuzustellen und bitte Sie, mir spätestens bis zum

30. September 2005

auf mein Begehren zu antworten.

Für Ihre Bemühungen bedanke ich mich im Voraus.

Mit freundlichen Grüssen
ISLER & PEDRAZZINI AG


Stefan Day

Beilage

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REGISTERED MAIL AND RETURN RECEIPT

Mr.
Josef Ott
Sonnenrainstrasse 10
8735 St. Gallenkappel

[Translation by Stefan Day]

-
S13237/SD/BR
September 20, 2005

**International Patent Application PCT/CH 2004/000700 of November 19, 2004 – “seal” and
International Patent Application PCT/CH 2004/000737 of December 14, 2006 – “decorative
foil/injecting”**

Dear Mr. Ott,

In the referenced matter I refer to my letter of August 26, 2005. Since I have not heard from you I
resend my letter of August 26, 2006 and kindly ask you to respond to me until

September 30, 2005.

Thank you for your efforts in advance.

Sincerely yours,
ISLER & PEDRAZZINI AG

/s/Stefan Day, Attorney at Law

enclosures

Weidmann Plastics Technology AG, CH-8640 Rapperswil

Herrn

Josef Ott

Sonnenrainstrasse 10

8735 St. Gallenkappel

ARBEITSVERTRAG

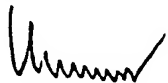
zwischen Weidmann Plastics Technology AG und Herrn Josef Ott
Rapperswil, 30.06.2000 CL/US

Sehr geehrter Herr Ott

Infolge Neustrukturierung des Unternehmens hatten wir Ihnen durch Änderungskündigung vom März 2000 mitgeteilt, dass Ihr Vertrag mit der H. Weidmann AG per 30. Juni 2000 endet. Sie waren seit 16.9.1985 bei der H. Weidmann AG beschäftigt. Zur Fortsetzung Ihrer Tätigkeit in der neugegründeten Weidmann Plastics Technology AG vereinbaren wir was folgt:

1. Herr Ott tritt am 1.7.2000 in die Weidmann Plastics Technology AG über.
2. Organisatorische Eingliederung: Abteilung PC-A Leitung.
3. Herr Ott wird zu 100% beschäftigt. Der Monatslohn beträgt CHF 8'600.- brutto bei 100%. Zusätzlich wird eine Jahresendzulage gemäss Gesamtarbeitsvertrag ausgerichtet.
4. Arbeitszeit: Normalarbeitszeit gemäss Arbeitszeitregelung oder Schichtarbeit.
5. Integrierender Bestandteil dieses Vertrags bilden die Bestimmungen des Gesamtarbeitsvertrags sowie betriebliche Richtlinien und Reglemente.
6. Der aus dem bisherigen Arbeitsverhältnis mit der H. Weidmann AG erworbene Besitzstand in Bezug auf Dienstjahre, Kadereigenschaft, Altersvorsorge wird in das neue Arbeitsverhältnis übernommen.

Weidmann Plastics Technology AG

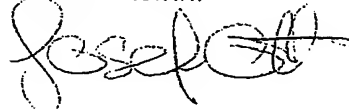


P. Tschanz



i.V. U. Surber

Mitarbeiter/in:



Josef Ott

Bitte retournieren Sie uns ein unterschriebenes Vertragsexemplar in beigelegtem Briefumschlag bis zum 31.07.2000.

EINGEGANGEN

18. Juli 2001

EPL

WEIDMANN
DIENSTLEISTUNGEN

WEIDMANN INFRA AG

Exn. 10

Herrn
Josef Ott
Sonnenrainstrasse 10
8735 St. Gallenkappel

Reglement für Mitglieder des Managements / Unterschriftenreglement
Rapperswil, 18. Juni 2001/UST

Sehr geehrter Herr Ott

Wie Ihnen am 12. Juni 2001 an der Managementveranstaltung mitgeteilt wurde, erhalten Sie in der Beilage das Reglement für Mitglieder des Managements.

Die Bestimmungen dieses Reglements gelten in Ergänzung zu Ihrem Einzelarbeitsvertrag. Sie ersetzen alle früheren Bestimmungen zu diesem Thema und werden per 1. Juli 2001 in Kraft treten. Im Zuge der neuen Managementregelung teilen wir Ihnen mit, dass Sie ab dem 1. Juli 2001 der Managementstufe Führungskader 2 angehören werden. Zum Zeichen Ihres **Einverständnisses der Managementzugehörigkeit und -stufe**, bitten wir Sie das beiliegende Doppel bis **spätestens am 16. Juli 2001** unterschrieben dem Personaldienst zu retournieren.


In der Beilage erhalten Sie ebenfalls das Unterschriftenreglement, das per 1. Juli 2001 in Kraft treten wird.

Im Namen der Geschäftsleitung danken wir Ihnen für Ihren bisherigen wertvollen Einsatz sowie Ihr grosses Engagement und hoffen auf eine weiterhin erfolgreiche Zusammenarbeit.

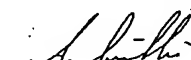
Freundliche Grüsse


WICOR Holding AG


F. Tschudi


Dr. A. Lüthi


Weidmann Infra AG


Dr. A. Lüthi



H. Peter


Weidmann Plastics Technology AG


P. Tschanz

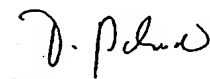

Dr. A. Lüthi

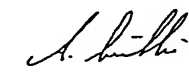
Weidmann Transformerboard Systems AG


G. Heldmaier



Dr. A. Lüthi


Weidmann Systems International AG


Dr. D. Tschudi


Dr. A. Lüthi

ETEA Management Services AG

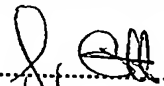

V. Dahinden


Dr. A. Lüthi

Beilagen: - Reglement für Mitglieder des Managements
- Unterschriftenreglement

Ich anerkenne hiermit das Reglement für Mitglieder des Managements:

Datum: 16.7.01

Unterschrift: 

A Member of the **WICOR** Group

■ Weidmann Infra AG
Neue Jonastrasse 60 · CH-8640 Rapperswil · Switzerland
Phone +41 (0)55 221 41 02 · Fax +41 (0)55 221 46 81
Internet: www.weidmann-infra.com

[Letterhead Weidmann Plastics Technology AG]

Mr.
Josef Ott
Sonnenrainstrasse 10
8735 St. Gallenkappel

Workcontract

between Weidmann Plastics Technology AG and Mr. Josef Ott
Rapperswil, 30.06.2000 CL/US

Dear Mr. Ott

In the course of the restructuring of the enterprise we have informed you by means of a change-notice of March 2000 that you contract with H. Weidmann AG will terminate per June 30, 2000. You were employed with H. Weidmann AG since September 16, 1985. For the continuation of your employment in the newly incorporated Weidmann Plastics Technology AG we agree on the following:

1. Mr. Ott changes into Weidmann Plastics Technology AG per July 1, 2000.
2. Organisational integration: Department PC-A Management.
3. Mr. Ott will be employed 100%. His monthly salary will be CHF 8'600.- gross at 100% [employment]. In addition he will receive an end-year-bonus according to the provision of the "Gesamtarbeitsvertrag".
4. Working hours: Normal working hours according to the applicable rules or to the rules for after hour work.
5. Integral part of this contract are the rules of the "Gesamtarbeitsvertrag" as well as the rules and guidelines of the company.
6. The claims based on the employment years, management level, pension benefits from the contractual relationship with H. Weidmann AG will be carried over into the new work contract.

Weidmann Plastics Technology AG

employee associate

/s/ P. Tschanz

/s/ U. Surber

/s/ Josef Ott

P. Tschanz

pp U. Surber

Josef Ott

Please return this signed document in the envelope enclosed until July 31, 2000.

[Details Weidmann Plastics Technology AG]

[Letterhead Weidmann Infra AG]

Mr.
Josef Ott
Sonnenrainstrasse 10
8735 St. Gallenkappel

Rules for the Members of the Management / Rules for a signatory powers

Rapperswil, June 18, 2001/UST

Dear Mr. Ott

You were informed on June 12, 2001 on our management meeting that you would receive the enclosed rules for the members of the management.

These rules apply in addition to your work contract. They replace all prior rules in this respect and will be in force starting July 1, 2001. In the course of the new management rules we inform you, that you will be a member of the management level two starting July 1, 2001. In order to show your consent to be a member of the management and management level please sign the enclosed copy no later than July 16, 2001 and return it to our human resource manager.

You will also find the rules regarding signatory powers which will be in force as per July 1, 2001.

In the name of the managing board we thank you for your valuable contribution and your big engagement and hope also in the future for a successful cooperation.

Sincerely yours

WICOR Holding AG

/s/ F. Tschudi /s/ Dr. A. Lüthi
F. Tschudi Dr. A. Lüthi

Weidmann Plastics Technology AG

/s/ P. Tschanz /s/ D. A. Lüthi
P. Tschanz Dr. A. Lüthi

Weidmann Systems International AG

/s/ Dr. D. Tschudi /s/ Dr. A. Lüthi
Dr. D. Tschudi Dr. A. Lüthi

Weidmann Infra AG

/s/ Dr. A. Lüthi /s/ H. Peter
Dr. A. Lüthi H. Peter

Weidmann Transformerboard Systems AG

/s/ G. Heldmaier /s/ Dr. A. Lüthi
G. Heldmaier Dr. A. Lüthi

ETEA Management Services AG

/s/ V. Dahinden /s/ D. A. Lüthi
V. Dahinden D. A. Lüthi

Enclosures: - rules for the members of the management
- rules regarding signatory powers

I hereby accept the rules for the member of the management:

Date: 16.7.01 /s/ J. Ott

[Details Weidmann Infra AG]

PATENT APPLICATION**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**In re application of: **Josef OTT**

Docket No: (not yet assigned)

Appl. No.: National stage of PCT/CH 2004/000700

Group Art Unit: (not yet assigned)

Confirmation No: (not yet assigned)

Examiner: (not yet assigned)

Filed: (to be filed)

For: **SEAL FOR EFFECTING A SEALING BETWEEN PARTS HAVING LIMITED
MOBILITY****DECLARATION OF STEFAN DAY**Commissioner for Patents
Washington, C.C. 20231

Sir:

I, Stefan DAY hereby declares and states:

THAT this declaration concerns the circumstances under which Mr. Josef Ott, named inventor of PCT International Applications PCT/CH 2004/000700 was requested and refused to sign papers necessary for regional extension.

THAT my name is Stefan Day. I am Citizen of Switzerland and live at Forchstrasse 146 in 8032 Zurich, Switzerland. I am an Attorney-at-Law and admitted to represent parties in litigation in all courts in Switzerland, including the Swiss Federal Court, highest court in Switzerland.

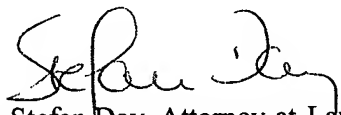
In August 2005 I have been contacted by Weidmann Plastics Technology AG to help obtain from Mr. Josef Ott, a former employee of Weidmann Plastics Technology AG necessary "Assignment of Patent Application" and "Combined Declaration and Power of Attorney" for the two Patent Application mentioned above. Mr. Ott's home address is according to the client's records as well as according to the telephone directory, Sonnenrainstrasse 10, 8735 St. Gallenkappel, Switzerland.

In this regard I wrote to Mr. Josef Ott a letter dated August 26, 2005 (Exhibit 2 translated in Exhibit 5) with the necessary document to be signed (Exhibits 3,4). After I had

not heard from Mr. Ott within three weeks a reminder with a full set of the documents to be signed were sent to Mr. Ott on September 20, 2005 (Exhibit 6 translated in Exhibit 8). Mr. Ott had signed a receipt for this letter to the postal services (Exhibit 7).

Since Mr. Ott did not respond in the time limit set, I was asked to contact Mr. Ott by phone, which I did on October 12, 2005. In this conversation Mr. Ott told me, that he was of the opinion that the patents belong to Weidmann Plastics Technology AG but that he did not intend to sign the necessary papers to allow the regional extension of the Patent Applications unless he would be paid an additional sum of CHF 100'000.-, specified CHF 70'000.- for the Application PCT/CH 2004/000700 and CHF 30'000.- for a further Application PCT/CH 2004/000737, which is however not pursued in the United States of America.

Signed in Zurich on May 3, 2006


Stefan Day, Attorney-at-Law